

# **EXHIBIT A**



DIAMANTE CABO SAN LUCAS

Diamante Cabo San Lucas S. De R.L. De C.V.

RESERVATION DEPOSIT AGREEMENT

CASITA #25  
PHASE 2

Gregory Alan Carrafiello and/or my successors, designees or assigns, hereinafter referred to as "Purchaser", hereby submits the following offer to Diamante Cabo San Lucas S. De R.L. De C.V. doing business as the resort community known as Diamante Cabo San Lucas, located within the jurisdiction of Cabo San Lucas, Baja California Sur, Mexico, hereinafter referred to as the "Seller", for the purchase of:

CASITA LOT #25, PHASE 2, as more fully described on Exhibit "A" attached hereto.

This Reservation Deposit Agreement is subject to the following terms and conditions:

Purchaser: Gregory Alan Carrafiello

Address: 64 Old Ridgebury Road

Danbury, CT, 06810, USA

Cell: (714) 904-3903

E-Mail: greg.carrafiello@gmail.com

Purchase Price for PHASE 2 CASITA LOT #25: \$225,000.00 USD

Purchase Price does not include Purchaser's Closing Costs.

Reservation Deposit: \$25,000.00 USD

Initials: GAC 1 of 4

Purchaser has paid an initial Reservation Deposit of \$25,000.00 USD to Diamante Cabo San Lucas, S de R.L. de CV ("Seller"), receipt of which is hereby acknowledged ("Reservation Deposit"). Purchaser hereby agrees to: (i) execute this Reservation Deposit Agreement for PHASE 2 CASITA LOT #25 (LOT #25" or "LOT") on or before February 15, 2019; (ii) execute a Promise to Constitute a Trust Agreement ("Promise Agreement") on or before April 15, 2019; and (iii) close on the purchase of LOT #25 on or before February 1, 2022.

The total Purchase Price for LOT #25 is the sum of \$225,000.00 USD and shall be paid by Purchaser to Seller as follows:

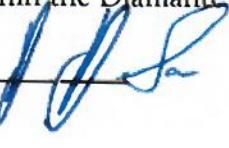
- a) \$25,000.00 USD has been paid by Purchaser to Seller, receipt of which is hereby acknowledged ("Reservation Deposit");
- b) \$25,000.00 USD to be paid by Purchaser to Seller by wire transfer on or before April 15, 2019 (the "Second Deposit");
- c) \$25,000.00 USD to be paid by Purchaser to Seller by wire transfer on or before December 15, 2019 (the "Third Deposit");
- d) \$25,000.00 USD to be paid by Purchaser to Seller by wire transfer on or before June 15, 2020 (the "Fourth Deposit");
- e) \$25,000.00 USD to be paid by Purchaser to Seller by wire transfer on or before December 15, 2020 (the "Fifth Deposit");
- f) \$25,000.00 USD to be paid by Purchaser to Seller by wire transfer on or before June 15, 2021 (the "Sixth Deposit");
- g) \$75,000.00 USD to be paid by Purchaser to Seller by wire transfer on or before December 15, 2021 (the "Final Deposit");
- h) Purchaser agrees to pay Purchaser' Closing Costs to Purchaser' Closing Agent at the time of the payment of the Final Deposit; provided, however, that costs may vary depending on the Closing Agent's fees and costs and the exchange rate on the Closing Date. The parties agree to close on the purchase of LOT #25 on or before February 1, 2022, unless the date for Closing is further extended by agreement of the parties hereto. The Final Deposit must be paid in full prior to the Seller's Lender authorizing the Trustee to release the LOT from the Guaranty Trust. Purchaser have been advised that it normally takes Seller's Attorney and Purchaser's Closing Agent up to forty-five (45) days to close on the LOT from the date of receipt of the Final Deposit by Seller. Purchaser may expedite the timing of the Closing Date, at his discretion, provided the Purchase Price is paid in full.

Initials: 

1. The above-mentioned Deposits shall be paid by Purchaser to Seller by wire transfer as follows:

Bank Name:	TD Bank, N.A.
Bank Address:	96 Gleneida Ave, Carmel, NY 10512
ABA #:	031101266
Account Name:	Diamante CSL, LLC
Account #:	4349734049

2. The Purchaser agrees that the Reservation Deposit and the Final Deposit paid hereunder shall become nonrefundable on the date of the payment thereof, except in the event of the default of the Seller. The Deposits shall be made available to the Seller upon receipt thereof for use by Seller for costs associated with the site work required on the LOT and costs associated with the development of the Project.
3. Purchaser agrees that Purchaser shall commence construction of a Casita on the LOT no later than one (1) year of the date of the Closing. The Purchaser may commence construction of a Casita on the LOT prior to Closing at his discretion. In such an event, Purchaser shall use Diamante Construction to build said Casita and personally fund any and all construction expenses. As such, said Casita, as well as its furnishings and finishes, shall be considered an asset of the Purchaser.
4. In the event Purchaser completes a Casita on the LOT prior to Closing, provided Purchaser is current with all payments due to Seller, he may take full possession of said Casita on the Lot; provided Purchaser shall thereafter be responsible for the payment of any and all costs related to the home, including, but not limited to maintenance, repairs, utility services, insurance, real estate taxes, and HOA fees.
5. After Closing on the LOT, Purchaser shall be entitled to designate one person who may become a Primary Member of the Diamante Club as a Golf Member with privileges in accordance with the golf Membership Plan, without the necessity of paying any Initiation Fee Deposit to the Club; provided, however, that such Membership shall be activated on or before the Closing date or the right to designate a Primary Member shall thereafter be terminated. If the Membership is activated, the Primary Member's spouse shall become a Member with full Membership privileges. The Primary Member shall be responsible for the payment of the Diamante Club Annual Golf Membership Dues, service fees, charges and expenses incurred at the Club by the Member and his guests. If the Primary Member activates the Golf Membership, the Primary Member shall be entitled to full Golf Membership privileges and the use of certain Diamante golf amenities, including but not limited to the ability to play the Dunes Course, El Cardonal Course and the practice Short Course. The Primary Member will also have the option of becoming a Primary Member of Diamante's Legacy Club Course in accordance with the Membership Plan by paying an Initiation Fee of \$100,000.00 USD within one (1) year of the opening of the third course, or the right to become a Member of such third course shall thereafter be terminated. Purchasers agree that the golf, recreational and social amenities located within Diamante's planned third course shall be available for use by such third course Members only. Once either Golf Membership is activated by Purchaser, the Golf Membership shall not be callable, so long as the Member continues to have an ownership interest in real estate within the Diamante Resort.

Initials: 

6. As an added benefit associated with the Purchase of LOT #25, Purchaser shall be treated as Primary Golf Members for one (1) year starting at the date of the execution of this Reservation Deposit Agreement while in residence without the necessity of paying annual golf Membership Dues.

This Reservation Deposit Agreement is executed by the Parties hereto in Cabo San Lucas, BCS, Mexico on this 11 day of February 2019.

DIAMANTE

Diamante Cabo San Lucas, S. de R.L. de C.V.

By: KENNETH A. JOWDY or  
TAFFY JOWDY  
SELLER'S Legal Representatives

WITNESS

Name:

Ilse Rivera

PURCHASER

By: Gregory Alan Carrafield

PURCHASER'S Legal Representative

WITNESS

Name:

Initials: